

1 EVAN C. BORGES, State Bar No. 128706
EBorges@GGTrialLaw.com
2 SARAH KELLY-KILGORE, State Bar No. 284571
SKellyKilgore@GGTrialLaw.com
3 GREENBERG GROSS LLP
601 S. Figueroa Street, 30th Floor
4 Los Angeles, California 90017
Telephone: (213) 334-7000
5 Facsimile: (213) 334-7001

6 | *Attorneys for The Honorable John K. Trotter
(Ret.), Trustee of the PG&E Fire Victim Trust*

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

In re:

PG&E CORPORATION

-and-

PACIFIC GAS AND ELECTRIC COMPANY,

Debtors.

- Affects PG&E Corporation
 - Affects Pacific Gas and Electric Company
 - Affects both Debtors

Bankruptcy Case
No. 19-30088 (DM)

Chapter 11 (Lead Case) (Jointly Administered)

**THE FIRE VICTIM TRUSTEE'S
CORRECTED OBJECTION TO
PRICEWATERHOUSECOOPERS LLP'S
NOTICE OF [PROPOSED] ORDER**

**All papers shall be filed in the Lead Case,
No. 19-30088 (DM)*

1 On August 9, 2021, PricewaterhouseCoopers LLP (“**PwC**”) filed a notice of proposed order
2 regarding PwC’s own non-compliance with the Rule 2004 subpoena issued to it in March 2020.
3 Regrettably, PwC’s notice includes numerous statements that are belied by the record. Because
4 PwC’s proposed order relies on those misstatements, the Fire Victim Trustee (the “**Trustee**”) hereby
5 objects to PwC’s notice and proposed order.¹

6 First, PwC’s notice wrongly suggests that the Trustee only requested ““work product’ for the
7 CWSP, PSPS, and EPC CC” engagements for the first time during an exchange on August 9, 2021.
8 Dkt. No. 11041 at 2. This is simply untrue. The Trustee’s request for such documents is contained
9 in the subpoena itself and has been part of the parties’ meet-and-confer discussions throughout the
10 entirety of this discovery dispute. *See, e.g.*, Dkt. No. 6351-2 at 5 & 8 (subpoena’s third document
11 request and relevant defined term calling for production of documents constituting or memorializing
12 “[PwC’s] work for PG&E,” including “any and all reports, analyses, summaries, or descriptions of
13 [PwC’s] work” and “all drafts or partial copies, . . . letters, emails, [and] memoranda” comprising
14 or memorializing the same); Dkt. No. 10915-4 at 3 (requesting compliance with third document
15 request in subpoena and defining such request as seeking “PwC Deliverables,” for convenience).
16 Following the discovery conference on July 16, 2021, and in recognition of the Court’s guidance
17 regarding clarification of the term “deliverables,” the Trustee wrote to PwC and specifically
18 requested the following:

- 19 1. PwC’s contracts with PG&E during the time period 2013 through March 17,
20 2020;
- 21 2. PwC’s deliverables relating to the **Community Wildfire Safety Program**
22 (“**CWSP**”), meaning PwC’s **work product** generated in connection with
23 that engagement, including advice, recommendations, analysis, and/or
24 reports to PG&E, during the time period 2013 through March 17, 2020;
- 25 3. PwC’s deliverables relating to the **Public Safety Power Shutoff program**
26 (“**PSPS**”), meaning PwC’s **work product** generated in connection with that
27 engagement, including advice, recommendations, analysis, and/or reports
28 to PG&E, during the time period 2013 through March 17, 2020;

27 ¹ The Trustee respectfully submits this corrected objection to address a typographical error that
28 appeared at page 3, line 21 of his original objection, filed as Docket No. 11046. That filing
inadvertently referred to “PG&E” rather than “PwC.” *See* Dkt. No. 11046 at 3. The corrected
term now appears in bold underline at page 4, line 2, *infra*.

- 1 4. PwC's deliverables relating to the **EPC Cross-Cutting program** ("EPC
2 **CC**"), meaning PwC's **work product** generated in connection with that
3 engagement, including advice, recommendations, analysis, and/or reports
4 to PG&E, during the time period 2013 through March 17, 2020; and
5 5. PwC's deliverables relating to the **General Rate Case** ("GRC"), meaning
6 PwC's **work product** generated in connection with that engagement,
7 including advice, recommendations, analysis, and/or reports to PG&E,
8 during the time period 2013 through March 17, 2020.

9 Email from S. Kilgore to M. Cave (Jul. 16, 2021 at 4:19 p.m. PDT) at 1 (bold in original) (bold,
10 underlined, italics added).² The same requests were later set forth, verbatim, in the Trustee's status
11 report of August 2, 2021, and the first through fourth requests were similarly set forth, verbatim, in
12 the Trustee's proposed order of August 9, 2021. *See* Email from S. Kilgore to L. Parada (Aug. 2,
13 2021 at 11:18 a.m. PDT) at 1 (setting forth identical requests to those issued to PwC)³; Dkt.
14 No. 11039 at 2-3 (same); Dkt. No. 11039-1 at 3-4 (same). PwC's purported "compromise offer,"
15 which was only extended on August 9, 2021 at 6:08 p.m. PDT, unreasonably narrows the scope of
16 production and provides the Trustee with no assurances that additional documents might be provided
17 in a timely manner. Further, PwC's proposed order would appear to relieve PwC of any obligation
18 to provide a privilege log, as that proposed order calls only for the production of "non-privileged,
19 final deliverables" and a privilege log only to the extent such "above-described documents [*i.e.*,
20 non-privileged, final deliverables]" are withheld on the basis of privilege. Dkt. No. 11041 at 6.

21 Second, PwC's notice falsely asserts that "the Trustee has dropped [a] facially overbroad
22 request to other consultants" for "documents sufficient to identify all of [their respective] contracts
23 with PG&E." Dkt. No. 11041 at 2. There is no basis for such assertion. As discussed at length
24 during the discovery conference on August 5, 2021, the Trustee has been engaged, and is currently
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26 ² A true and correct copy of this email is attached for the Court's convenience as **Attachment 1**.
27 ³ PwC improperly characterizes the Trustee's status report as having been submitted in violation
28 of the Court's order because such status report was submitted unilaterally. PwC does not and
cannot dispute, however, that it failed to respond to any of the Trustee's correspondence between
July 22 and August 3, 2021, thus forcing the Trustee to submit a status report solely on behalf of
himself in order to comply with the Court's August 2, 2021 deadline. As discussed during the
discovery conference on August 5, 2021, PwC provided no response to the Trustee's discovery
requests until 11:57 p.m. PDT on August 4, 2021, little more than ten hours before the conference
was scheduled to begin.

1 engaged, in significant meet-and-confer discussions with other business consultants to PG&E, all
2 of whom are working with the Trustee to reach a mutually agreeable scope of production. PwC, in
3 stark contrast, has refused to work with the Trustee in any meaningful way. *See generally* Dkt.
4 No. 10915 (describing PwC's discovery conduct to date). Given PwC's refusal to date to produce
5 its contracts with PG&E, which are plainly responsive to the Rule 2004 subpoena,⁴ or even to engage
6 with the Trustee on this issue, the production of documents sufficient to identify PwC's contracts
7 with PG&E (such as a list identifying the same) is a necessary first step to resolving the parties'
8 discovery dispute on this issue.

9 Finally, PwC wrongly contends that the Trustee's request for a privilege log was raised "for
10 the first time in the proposed order." Dkt. No. 11041 at 3. Not so. As with the issues discussed
11 immediately above, the Trustee's request for a privilege log was set out in the Rule 2004 subpoena
12 itself and included throughout the parties' meet-and-confer discussions. *See* Dkt. No. 6351-2 at 4
13 (incorporating Fed. R. Civ. P. 45(e)(2)); Dkt. No. 10915-4 (requesting privilege log); Dkt.
14 No. 10915-6 (same); *see also* Attachment 1 (same). In order to avoid potential disputes regarding
15 the sufficiency of PwC's offered privilege log, the Trustee's proposed order merely enumerates the
16 information necessary to evaluate the basis for any privilege claim on which PwC relies, and
17 requires PwC to provide such information to the Trustee. *See* Fed. R. Civ. P. 45(e)(2)(A)(ii)
18 (requiring privilege assertions to be supported by descriptions of "the nature of the withheld
19 documents . . . in a manner that, without revealing information itself privileged or protected, will
20 enable the parties to assess the claim"); *In re Royce Homes, LP*, 449 B.R. 709, 729 (Bankr. S.D.
21 Tex. 2011) (explaining that proponent of privilege "failed to carry his burden" because he produced
22 a privilege log "riddled with bald assertions of the privilege" and refused to "describe each and
23 every e-mail's subject matter and why each e-mail should be granted protection"); *see also* Dkt.
24 No. 10915-6 at 6 (quoting Fed. R. Civ. P. 45(e)(2)(A)(ii) and *In re Royce Homes, LP* in discussing
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26⁴ *See* Dkt. No. 6351-2 at 8 (subpoena request calling for the production of "any and all contracts
27 and/or work agreements between [PwC] and PG&E, for the time period 2013 to the present").

28⁵ Contrary to PwC's claim, the same information is required of both parties and non-parties.
Compare Fed. R. Civ. P. 26(b)(5)(a)(ii), *with* Fed. R. Civ. P. 45(e)(2)(A)(ii).

1 the Trustee's request for a privilege log).

2 For all the foregoing reasons, the Trustee objects to PwC's notice and proposed order, and
3 respectfully requests that the Court enter an order in the form proposed by the Trustee.

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5 DATED: August 10, 2021

GREENBERG GROSS LLP

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7 By: /s/ Sarah Kelly-Kilgore

8 Evan C. Borges

9 Sarah Kelly-Kilgore

10 *Attorneys for The Honorable John K. Trotter*
(Ret.), Trustee of the PG&E Fire Victim Trust

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